

## **OnePoint Connect General Terms & Conditions**

OnePoint Connect's Terms & Conditions govern the access and use of all services and or products offered by OnePoint Connect ("OPC") (ABN 73 600 523 920). Terms & Conditions are subject to change.

### **1. OPC Telephone Number**

Telephone numbers assigned by OPC to customers shall not be used for any illegal or illegitimate purpose. Customer agrees that any telephone number that is assigned to Customer by OPC is and shall remain the property of OPC. In the event that the service is cancelled, the telephone number allocated to the Customer shall be relinquished, for use as we see fit.

### **2. Billing**

Billing is based on the volume of calls. Inbound or outbound calls are all registered by the telephony system and charged accordingly. This includes calls such as wrong numbers, voicemail, hangups, telemarketers and callers who do not leave a message.

All amounts payable by Customer will be charged to Customer's Credit Card amounts monthly or for any amounts owed under this Agreement including but not limited to, past due balances, restoration of the deposit if applicable, or as a result of any other fee incurred by OP. Direct Deposit in Australian dollars can be arranged with prior consent from OPC.

If any amount payable by Customer is not paid when due (including, without limitation, due to a charge to Customer's Credit Card being declined or Direct Deposit not received):

- (a) Customer may be charged penalty or interest fees at the highest rate permitted by law until such amount is paid in full, and
- (b) Customer will be responsible for all reasonable expenses (including collection and legal fees) incurred by OPC in collecting such amount.

Should price increases become necessary, OPC will give the customer 14 days notice in writing/email.

### **3. Operating Hours**

OPC aims to provide telephone answering service during business hours of 8:00 am to 5:00 pm Monday to Friday AEST 50 weeks of the year excluding public holidays. OPC is closed for two weeks over the Christmas / New Year period.

OPC will adhere to any public holidays according to the State of Queensland, Australia.

If services require to be provided on a State of Queensland public holiday, this must be agreed with OPC and will incur additional charges.

#### **4. Services**

OPC shall store Customer Information on OPC computers. The customer acknowledges and agrees that computers, the Internet, servers, third party equipment, and telecommunications links are susceptible to downtime. OPC shall endeavour to maintain the functionality of its Services at all times; however, OPC expressly disclaims any representation or warranty that it shall maintain continuous and uninterrupted data or computer services.

#### **5. Liability**

While OPC will endeavour to receive and pass on information verbally or by telephone, SMS, email or data entry to the intended recipient(s) as promptly and accurately as possible, however, we give no specific warranty or representation to that effect. OPC shall take no responsibility and shall not be liable for any cost or damage to the caller, OPC customer(s), the sender(s) or the intended recipient(s) or any other person, company or organisation or a third party arising directly or indirectly for errors or inaccuracies or misdirection of information, transaction or service or failure to pass on any particular information, transaction or service within a specified time period or at all. Customer shall fully release and indemnify OPC against any actions, claims, demands, suits (and any appeal therefrom) indirectly or directly related to this Agreement or the subject matter hereof.

#### **6. Indemnity**

In the event OPC, owing to factors beyond its control, is unable to provide any of the services described/published on this website for a period of the term, including services provided by a third party, including acts of God, fire, lightning, flood or extremely severe weather, explosion, war, disorder, industrial disputes (whether or not involving our employees) network failures, or acts of local or central Government or other competent authorities, the customer waives any right to claim damages or consequential damages as a result of the loss of profits. This extends to any errors made by OPC staff.

#### **7. Security**

At the time that you place your order and are asked to supply personal information you enter a secure environment. From that time, the link between your Web browser and OPC will be protected using a security certificate. This will be indicated by the appearance of a padlock on your browser.

7.1 You should note that credit card numbers will not be stored on the web site and will not be made publicly available. All information concerning your plan is encrypted and can only be viewed by members of OPC team with authorised access to that information. As noted, your credit card details are not visible to the members of OPC team.

### **8. Termination**

Either party (OPC or customer) may cancel this Agreement without any reason upon thirty (30) days prior notice to the other party. OPC reserves the right and Customer agrees that OPC may cancel and terminate any and all services to Customer immediately and without prior notice in the event that Customer fails to fulfil any material obligation contained hereunder.